



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

March 20, 2007

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AND ADOPT THE THIRD AMENDED AND
RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE "SAN GABRIEL
VALLEY COUNCIL OF GOVERNMENTS"
(SUPERVISORIAL DISTRICTS 1, 4 and 5) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and adopt the Third Amended and Restated Joint Exercise of Powers Agreement of the "San Gabriel Valley Council of Governments" (JPA) in order to provide membership by the County of Los Angeles in the San Gabriel Valley Council of Governments (SGVCOG) for Supervisorial Districts One, Four and Five.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 23, 2007, your Board authorized the Chief Administrative Officer to negotiate an agreement with the SGVCOG to provide representation for residents in the unincorporated areas of the First, Fourth and Fifth Supervisorial Districts, and to facilitate the development of subregional policies and plans between the cities and unincorporated communities in the San Gabriel Valley. In order to have a voice in regional policy made by the SGVCOG that will enhance the quality of life for residents living in the San Gabriel Valley, your Board, as the governing body of the County of Los Angeles, must adopt the attached JPA, which has been revised to accommodate County membership in the SGVCOG.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

FISCAL IMPACT/FINANCING

On February 13, 2007, your Board approved funding for COG membership for 2006-07. COG membership fees will be annually budgeted.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 19, 2007, the Governing Board of the SGVCOG approved recommended revisions to its joint exercise of powers agreement, allowing the County to designate three representatives to the SGVCOG Governing Board. Subsequently, revisions have been incorporated in the proposed JPA to allow for greater flexibility for the County as follows:

- Member Supervisorial Districts may opt to join in January or July (Districts joining during the remainder of this fiscal year will have an effective membership date of January 2007; those joining in July 2007 will have that effective date); and
- Representatives appointed by the County to the Governing Board may live in *or otherwise represent* their respective Districts.

County representatives to the Governing Board and their alternates are nominated by their respective County Supervisor and must be approved by the full Board of Supervisors.

These subsequent revisions do not need to go back to the SGVCOG Governing Board; however, the JPA must be forwarded to each of the SGVCOG member cities for approval by the respective city councils and will only become effective upon approval by a minimum of 16 of the SGVCOG's existing member cities. This effort is currently underway.

Pursuant to Government Code section 6500, *et seq.*, your Board may enter into agreements with other public agencies for the joint exercise of powers common to those contracting agencies. The amended JPA has been approved as to form by County Counsel.

The Honorable Board of Supervisors
March 20, 2007
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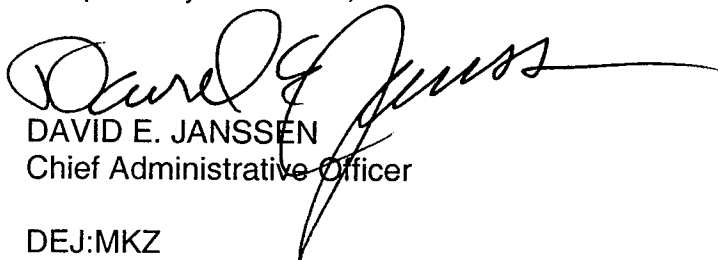
IMPACT ON CURRENT SERVICES

There is no immediate impact on current services; however participation in the SGVCOG allows your Board to be involved in the development and implementation of subregional policies and plans that affect unincorporated areas of Los Angeles County located in the San Gabriel Valley.

CONCLUSION

At such time as the recommendation is approved by your Board, please return a copy of this letter and two originals of the adopted JPA to the Chief Administrative Office, Office of Unincorporated Area Services and Special Projects.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:MKZ
DSP:AG:pg

Attachment

c: County Counsel

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

A JOINT POWERS AUTHORITY

THIRD AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

EFFECTIVE MARCH __, 2007

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**THIRD AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
OF THE "SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS"
(A JOINT POWERS AUTHORITY)**

This Third Amended and Restated Joint Exercise of Powers Agreement ("Agreement") is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

- a. Historically, the San Gabriel Valley Association of Cities, an unincorporated association, played a valuable role in serving as a forum for the exchange of ideas and information among its Member cities; however, the growing need for the cities in the San Gabriel Valley to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves required a more representative and formal structure;
- b. There is further a growing need for the cities in the San Gabriel Valley to involve the unincorporated areas of Los Angeles County (the "County") located in the San Gabriel Valley in the development and implementation of subregional policies and plans and in the voluntary and cooperative resolution of differences between the cities and the unincorporated areas.
- c. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a council of governments;
- d. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;
- e. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);
- f. Each Member is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields;
- g. Each Member, by and through its legislative body, has determined that a subregional organization to assist in planning and voluntary coordination among the cities and

unincorporated areas in the San Gabriel Valley is required in furtherance of the public interest, necessity and convenience; and

h. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the San Gabriel Valley Council of Governments ("Council").

Section 4. Purpose and Powers of the Council.

a. Purpose of Council. The purpose of the creation of the Council is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs. It is the clear intent among Members that the Council shall not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among Members for the collective benefit of cities and unincorporated areas in the San Gabriel Valley.

b. Common Powers. The Council shall have, and may exercise, the following powers:

- (1) Serve as an advocate in representing the Members of the Council at the regional, state and federal levels on issues of importance to the San Gabriel Valley;
- (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;
- (3) Assemble information helpful in the consideration of problems peculiar to the Members;
- (4) Utilize Member resources or presently existing single purpose public and public/private groups to carry out its programs and projects;
- (5) Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;

- (6) Assist in coordinating subregional planning efforts and in resolving conflicts among the cities and unincorporated areas in the San Gabriel Valley as they work toward achieving planning goals;
- (7) Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
- (8) Serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the Council;
- (9) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;
- (10) Employ agents, officers and employees;
- (11) Apply for, receive and administer a grant or grants under any federal, state, or regional programs;
- (12) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- (13) Lease, manage, maintain, and operate any buildings, works, or improvements;
- (14) Delegate some or all of its powers to the Executive Director as hereinafter provided; and
- (15) Borrow money, incur indebtedness and/or issue bonds pursuant to the Constitution of the State of California and any of the laws of the State of California and to exercise any implied power necessary to exercise the express powers provided for in this subparagraph 15, provided, however, that any borrowing hereunder shall be for the purpose of financing the Project, as defined in Section 27 of this Agreement and shall be repaid solely from funds pledged or otherwise designated for the Project. Borrowings authorized hereunder shall be subject to Section 16 of this Agreement.

c. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. For the purposes of determining the restrictions to be imposed on the Council in its manner of exercising its powers pursuant to Government Code section 6509, reference shall be made to, and the Council shall observe, the restrictions imposed upon the City of West Covina.

Section 5. Creation of Governing Board. There is hereby created a Governing Board for the Council ("Governing Board") to conduct the affairs of the Council. The Governing Board shall be constituted as follows:

a. Designation of Governing Board Representatives. Except with regard to the County, one person shall be designated as a representative of the Governing Board by the legislative body of each of the Members ("Governing Board Representative"). The County, in its sole discretion but subject to the requirement that it shall pay dues and assume all obligations under this Agreement in proportion to the number of its Representatives, shall have one, two or three Governing Board Representatives. The Governing Board Representative(s) for the County shall reside in and/or represent one of the First, Fourth or Fifth Supervisorial Districts and shall be selected by the respective County Supervisor. No Member shall be entitled to "ex officio" non-voting representation on the Governing Board; however, the Governing Board, at its sole discretion, may allow "ex officio non-voting representation from public entities that are not Members.

b. Designation of Alternate Governing Board Representatives. Except with regard to the County, one person shall be designated as an alternate representative of the Governing Board by the legislative body of each of the Members ("Alternate Governing Board Representative"). The County shall have one, two or three Alternate Governing Board Representatives, each acting as an alternate for only one of the First, Fourth and/or Fifth Supervisorial Districts. The Alternate Governing Board Representative(s) for the County shall be selected by the respective County Supervisor(s) for the First, Fourth or Fifth Supervisorial Districts and shall reside in and/or represent that same Supervisorial District.

c. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members except that Governing Board Representatives and Alternate Governing Board Representatives for the County do not have to be members of any legislative body but shall serve at the pleasure of their respective County Supervisors. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Governing Board of the Council, the Members shall participate in the funding of the Council in such a manner as the Governing Board shall prescribe, subject to the provisions of Section 23 of this Agreement. Where applicable, the Governing Board of the Council may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Governing Board.

a. Voting and Participation. Each Member may cast only one vote for each issue before the Governing Board through its representative except that each Governing Board Representative for the County may cast one vote which shall be independent of and separate from the vote of any other Governing Board Representative for the County. An Alternate Governing Board Representative may participate or vote in the proceedings of the Governing Board only in the absence of the respective Governing Board Representative. Governing Board Representatives and Alternate Governing Board Representatives seated on the Governing Board shall be entitled to participate in and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member which that Governing Board Representative or Alternate Governing Board Representative represents has timely and fully paid dues as required by this Agreement and the Bylaws. Each Governing Board Representative (or the Alternate Governing Board Representative) for the County who is physically present at the meeting of the Governing Board shall be entitled to participate in and vote on matters pending before the Governing Board without regard to the attendance or vote of any of the other Governing Board Representatives for the County if all dues owed by the County for the Supervisorial District of said Governing Board Representative are timely and fully paid as required by this Agreement and the Bylaws.

b. Proxy Voting. No absentee or proxy voting shall be permitted.

c. Quorum. A quorum of the Governing Board shall consist of not less than fifty percent (50%) plus one (1) of its total voting membership.

d. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Such a committee shall remain in existence until it is dissolved by the Governing Board. Qualified persons shall be appointed to such committees by the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and non-representatives to the Governing Board.

e. Actions. Actions taken by the Governing Board shall be by not less than fifty percent (50%) plus one (1) of the voting Governing Board Representatives who are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Robert's Rules of Order. The substance of Robert's Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by

provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of President and Vice-President. The President shall be the chairperson of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice-President shall serve as President in the absence of the President and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the President.

At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of President by the Governing Board, and a different Governing Board Representative shall be elected Vice-President of the Governing Board. The terms of office of the President and Vice-President elected at the first regular meeting of the Governing Board shall continue through the first July 1 of their terms and expire on the second July 1, and elections to determine their successors shall not be held until the first regular meeting of the May preceding the second July 1. Thereafter, a Governing Board Representative shall be elected to the position of President of the Governing Board, and a different Governing Board Representative shall be elected to the position of Vice-President of the Governing Board at the first regular meeting of the Governing Board held in May of each calendar year. The terms of office of the President and Vice-President shall commence and expire on July 1.

If there is a vacancy, for any reason, in the position of President or Vice-President, the Governing Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

Section 12. Executive Director. The Governing Board may appoint by a vote of fifty percent (50%) plus one (1) of the total voting membership a qualified person to be Executive Director on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 21 (c) of this Agreement). The Executive Director shall be the chief administrative officer of the Council. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by a vote of fifty percent (50%) plus one (1) of the total voting membership of the Governing Board taken at a regular, adjourned regular or special meeting of the Governing Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board.

Section 13. Designation of Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for the Council and a qualified person to act as the Auditor of the Council. If the Governing Board so

designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Council. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Governing Board.

Section 14. Council Treasurer. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Governing Board. The Council's Auditor shall perform such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Governing Board.

Section 15. Designation of Other Officers and Employees. The Governing Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.

Section 16. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.

Section 17. Control and Investment of Council Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 18. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 19. Term. The Council created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Governing Board.

Section 20. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq., of the Government Code.)

Section 21. Members.

a. Withdrawal. A Member may withdraw from the Council by filing its written notice of withdrawal with the President of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-

day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations for the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. The annual dues of a withdrawn Member shall be adjusted, on a pro rata basis, using the effective date of the withdrawal and a withdrawn Member shall be entitled to the balance of the annual dues paid for the fiscal year by that Member which were intended for the remaining part of that fiscal year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Council. In addition to being entitled to completely withdraw from the Council, the County may also partially withdraw and reduce its annual dues with a corresponding reduction in its ability to participate in and vote on matters before the Governing Board by filing a written notice of partial withdrawal with the President of the Governing Board 60 days before the actual partial withdrawal. Such partial withdrawal shall indicate which Supervisorial District(s) shall remain active in the Council and which are being withdrawn and shall be effective at 12:00 o'clock am on the last day of that 60-day period. Partial withdrawal shall not change the rights and obligations of the County under this Agreement except that the County's annual dues shall be adjusted, on a pro rata basis, using the effective date of any Supervisorial District withdrawal and the County shall be entitled to the balance of the annual dues paid for the fiscal year by the County which were intended for the remaining part of that fiscal year for the Supervisorial District(s) being withdrawn from participation and the County shall no longer be able to participate in or vote on behalf of the withdrawn Supervisorial District(s) on any matter before the Governing Board or Council committees.

b. Non-Payment of Dues. If a Member fails to pay dues within three months of its annual dues assessment as required under Section 23 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board or any committee. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension. In the case of the County, if the County fails to pay dues for one or more of its Supervisorial Districts within three months of the County's annual dues assessment as required under Section 23 of this Agreement and the Bylaws, and after a 30-day written notice is provided to the County, no representative of the delinquent Supervisorial District(s) shall participate or vote on the Governing Board. The delinquent Supervisorial District(s) shall be able to resume participation and voting on the Governing Board only upon the payment of all dues then owed by the County on behalf of the delinquent Supervisorial District including dues incurred prior to and during the period of non-payment by the County.

c. Admitting and Readmitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall be admitted to the Council by: adopting this Agreement by majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement; and paying in full all dues owed for then current fiscal year. Since County may be admitted to the Council with voting representatives from one, two or three Supervisorial Districts, the dues to be paid by County will be based upon the number of Supervisorial Districts that will represent the County in the Council. County, in its sole discretion, may be admitted to the Council with representation from

fewer than three Supervisorial Districts and may subsequently increase County's representation by one or more additional Supervisorial Districts contingent only on payment in full at the time that any additional Supervisorial District commences representation of the County of all dues for the then current fiscal year for said Supervisorial District. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 26 of this Agreement). An Eligible Public Entity that has withdrawn from the Council in accordance with Section 21 may be readmitted to the Council by adopting this Agreement or any subsequent version of this Agreement by a majority vote of the legislative body of the Eligible Public Entity; properly signing this Agreement or any subsequent version of this Agreement and paying in full all dues owed for the current fiscal year and any fiscal years for which the Eligible Public Entity had been withdrawn from the Council. No vote of the Governing Board shall be required to admit or readmit an Eligible Public Entity. County may reactivate representation by any withdrawn Supervisorial District (as defined in this Section 21) by paying in full all dues owed for the then current fiscal year and any fiscal years for which the Supervisorial District has been withdrawn and no vote of the Governing Board shall be required for said reactivation.

d. Admitting New Members. New Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Governing Board provided that such a proposed new Member is a city or public entity whose jurisdiction, or part thereof, lies within and/or immediately adjacent to, the San Gabriel Valley. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 22. Interference with Function of Members. The Governing Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 23. Dues of Members. The Members of the Council shall be responsible for the payment to the Council, annually, of dues for each fiscal year in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the Council as provided in the Bylaws. An annual dues assessment will be issued to all Members in July of each calendar year except that the annual dues assessment for the County will be issued in July of each calendar year on behalf of those Supervisorial Districts whose representation of the County began in the first six months of a Council fiscal year and in January of the following calendar year on behalf of those Supervisorial Districts whose representation of the County began in the last six months of a Council fiscal year.

Section 24. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Council, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council as provided in Section 23 hereof.

Section 25. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then parties hereto.

Section 26. Effective Date. The effective date ("Effective Date") of this Agreement shall be March 1, 1994 if fifty percent (50%) plus one (1) of the Eligible Public Entities, whose names are set forth in Exhibit A, adopt this Agreement by a majority vote of the legislative body of each Eligible Public Entity and sign this Agreement. If fifty percent (50%) plus one (1) of the Eligible Public Entities have not adopted and signed this Agreement by March 1, 1994, then the Effective Date of the Agreement shall be the first date on which fifty percent (50%) plus one (1) of the Eligible Public Entities adopt and sign this Agreement.

Section 27. Alameda Corridor – East, Gateway to America Construction Authority.

a. In addition to the Governing Board of the Council, there shall be an Alameda Corridor – East, Gateway to America Construction Authority (the "ACE Construction Authority"). The ACE Construction Authority shall have responsibility for the day-to-day implementation of the Alameda Corridor – East, Gateway to America Project (the "Project") as ultimately adopted and approved by the Governing Board pursuant to Federal, State and local regulations. To facilitate such implementation of the Project, the ACE Construction Authority, upon the assignment of funds to it and subject to such restrictions imposed by Federal, State and local governmental entities and by the Governing Board, shall have the following powers to act on behalf of the Council:

- (1) To make and enter into contracts, including public works contracts and contracts for design, materials and construction, and for the services of engineers, consultants, planners, and single purpose public or private groups, on behalf of and in the name of the Council;
- (2) To employ agents, officers and employees;
- (3) To acquire, by purchase or eminent domain, construct, reconstruct, rehabilitate, maintain in whole or in part, dispose of in whole or part on behalf of and in the name of the Council, land, facilities and appurtenances necessary or convenient for the completion of the Project;
- (4) To lease, manage, maintain, and operate on behalf of and in the name of the Council any buildings, works or improvements; and
- (5) To provide for or obtain insurance for the Council and Members of the ACE Construction Authority, and their agents, officers, and employees.

b. The powers of the ACE Construction Authority shall be exercised only in furtherance of the Project and may be further limited and/or expanded by the Council Bylaws, as adopted or amended by the Governing Board.

c. The ACE Construction Authority shall be comprised of seven (7) Members, the qualifications for which shall be set forth in the Bylaws. The ACE Construction

Authority shall consist of one Member each from the City of El Monte, the City of Industry, the City of Montebello, the City of Pomona, and the City of San Gabriel, one Member from the County of Los Angeles, and one Member from the Council.

d. It is contemplated that the Council will receive funds to be used for the Project from various federal, state and local funding sources and that the receipt of such funds will be conditioned by regulation, law or agreement. The Governing Board shall have control of all such funds until such time as responsibility for management and/or use of the funds is transferred to the ACE Construction Authority by the Governing Board by appropriate action. Such action, in addition to the delegation of annual budgeting authority, may contain restrictions on the use of such funds and on the ACE Construction Authority, in addition to any found in the Governing Board-adopted Bylaws, and as is required by Federal, State and local entities and the Council.

e. The ACE Construction Authority may be dissolved by the Governing Board upon a majority (50% + 1) vote. In the event that the ACE Construction Authority is dissolved by the Governing Board, the Governing Board shall succeed to the rights, responsibilities, obligations and duties of the ACE Construction Authority.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:

SACHI A. HAMAI
Executive Officer of
The Board of Supervisors

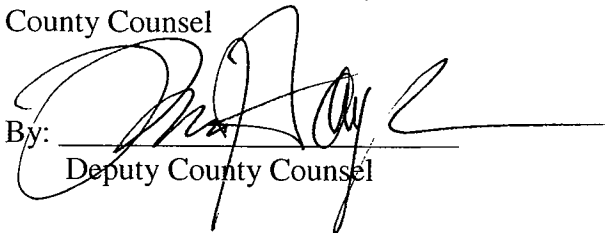
COUNTY OF LOS ANGELES

By: _____
Deputy

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By:  _____
Deputy County Counsel

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That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

ATTEST:

SACHI A. HAMAI
Executive Officer of
The Board of Supervisors

COUNTY OF LOS ANGELES

By: _____
Deputy

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

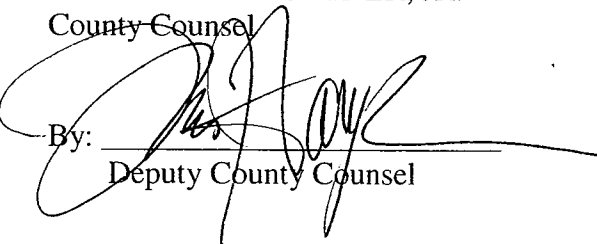
By: 
Deputy County Counsel

EXHIBIT A

Eligible Public Entities

Alhambra	La Verne
Arcadia	Monrovia
Azusa	Montebello
Baldwin Park	Monterey Park
Bradbury	Pasadena
Claremont	Pomona
County of Los Angeles	Rosemead
Covina	San Dimas
Diamond Bar	San Gabriel
Duarte	San Marino
El Monte	Sierra Madre
Glendora	South El Monte
Industry	South Pasadena
Irwindale	Temple City
La Canada-Flintridge	Walnut
La Puente	West Covina